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AGREEMENT

by and between the

TOWN OF IRONDEQUOIT
and

CSEA, Local 1000 AFSCME,
AFL-CIO

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



Town of Irondequoit White Collar Unit
Monroe County Local 828

January 1, 2007 - December 31, 2010

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ARTICLE I

PREAMBLE

The Employer and the Association declare it to be their mutual policy that in order to promote harmonious labor relations between the Employer and its employees, the principle of collective negotiations is to be employed pursuant to the New York State Public Employees' Fair Employment Act and that no Article or Section in the contract is to be construed to be in any violation of New York State Civil Service Law. We furthermore affirm that each employee shall at all times be a dedicated, courteous and efficient representative of public employment, realizing full well that he/she is performing an essential service. Recognizing the moral principles inherent in Federal Legislation, we hereby agree not to limit employment with the Employer or membership in the Association to any person because of their sex, race, color, creed or national origin.

ARTICLE II

RECOGNITION

Section 2.1

The Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO (CSEA) is recognized by the Town of Irondequoit as the exclusive agent under the Taylor Law for all employees described in Article III for the purposes of collective bargaining and processing of grievance for the maximum period defined in the Taylor Law. In no event shall such sole and exclusive representation exceed the duration of this contract.

Section 2.2

CSEA, having been recognized or certified as the exclusive representative of employees within the negotiating unit, shall be entitled to have dues deductions made from the wages or salaries of employees of said bargaining unit who are members of CSEA, the fiscal or disbursing officer shall make such deductions and transmit the sum so deducted to CSEA.

The fiscal officer making such deductions will transmit these amounts to CSEA Headquarters, 143 Washington Avenue, Albany, New York 12210. This deduction will be accompanied by a list indicating the names and addresses of those employees who are members of CSEA and those who are not.

CSEA agrees to hold the Employer safe and harmless because of said deduction.

Section 2.3

The Employer shall deduct from the wages of employees and remit to the Union for those employees who sign authorization permitting payroll deductions for CSEA insurance deductions.

Section 2.4

Adequate procedures having been provided for the equitable settlement of grievances arising out of this agreement, the Union hereby affirms that there will not be and that its officers, members,

agents or principals will not engage in, encourage or sanction strikes, slowdowns, mass resignations, mass absenteeism or other similar action which would involve suspension of or interference with normal working performance.

ARTICLE III

COLLECTIVE BARGAINING UNIT

Pursuant to the authority vested in the Public Employment Relations Board by the Public Employees' Fair Employment Act, it is hereby certified that CSEA Local 828, AFSCME has been designated as the exclusive representative for the purpose of collective negotiations and the settlement of grievances for the following full-time white collar employees: Typist, Clerk III, Booking Clerk, Dog Control Officer, Assistant Building Inspector/Plumbing Inspector, Clerk II, Plumbing Inspector, Custodian, Light Laborer, Planning Assistant, Code Compliance Inspector, Police Property Clerk, Communications Aide, Community Services Assistant and excluding the following: Clerk to Town Justice, Secretary to Chief of Police, Secretary to Commissioner of Public Works, Secretary to Town Clerk, Assistant Director Parks and Recreation, Recreation Supervisor, Secretary to Director of Parks and Recreation, employees working twenty one (21) hours or less a week, all other employees and all seasonal employees.

ARTICLE IV

AID TO OTHER LABOR ORGANIZATIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group organization for the purpose of undermining the Union.

ARTICLE V

RIGHTS OF EMPLOYEES

Any employee covered by the provisions of this agreement shall be free to join or refrain from joining the Union without fear of coercion, reprisals or penalty from the Union or the Employer.

Employees may join and take an active part in the Union without fear of any kind of reprisals from the Employer and/or its agents.

An employee may choose his or her own representative or appear alone in a grievance or court proceeding with the exception that the Union must be permitted entrance to witness all such proceedings and must be informed immediately of any decision surrounding the case.

ARTICLE VI

UNION BUSINESS AND RIGHTS

Section 6.1

The Union may be granted the use of the Town board meeting room for the purpose of conducting official Association business during off-duty hours and such other time as may be approved by the Town Supervisor.

Section 6.2

All time spent in negotiations and labor management meetings discussing grievances and disputes relating to the terms and conditions of employees and of the Employer during working hours of the Union representative(s) will be at full pay.

Section 6.3

Effective July 1, 1983, the Union will be given the right to put up official Union bulletin boards supplied by the Union, on all three floors of the Town Hall, as well as in the recreation office and police department. The area for bulletin board placement will be agreed upon in advance between the Town Supervisor and the Union.

Section 6.4

Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this agreement shall be permitted as much release time as necessary, with department head approval, from their regular duties. However, this will be limited to one (1) hour per grievance, excluding time for hearing(s), and shall not interfere with the normal operation of the department to fulfill these obligations, which have as their purpose the maintenance of harmonious and cooperative relations between the Employer and the employees and the uninterrupted operation of government.

Section 6.5

Immediately upon execution of this agreement, the president of the Union shall submit to the Town Supervisor the names of all Union representatives and shall provide the names of new or changed representatives within five (5) working days of such change. No employee shall have official Union status until such time as the Town has been notified in writing by the Union.

Section 6.6

The Employer recognizes the right of the employees to designate Union representatives and/or staff representatives to appear on their behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this agreement and to confer with employees during working hours as long as it would not interfere with the employees' normal work duties.

ARTICLE VII **MANAGEMENT RIGHTS**

Section 7.1

The Employer retains the sole right to manage the business and services and to direct the working force, including the right to decide the number and location of its business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its

business and supplying its services shall be performed by employees covered by this agreement; to maintain order and efficiency in all its departments and operations, including the sole right to discipline, suspend and discharge employees for cause; to hire, lay off, assign, transfer, promote, demote and determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this agreement, or provided by law.

Section 7.2

The above rights of the Employer are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employer. Any and all rights, powers and authority which the Employer had prior to entering into the first collective bargaining agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this agreement.

ARTICLE VIII **COMPENSATION**

Section 8.1 - Wages

Effective January 1, 2007, the following wage increases shall apply:

Employees whose current annual salary is less than \$23,000.00 shall receive a wage increase of four percent (4.0%).

Employees whose current annual salary is more than \$40,000.00 shall receive a wage increase of one and one-half percent (1.5%).

All other employees shall receive a wage increase of three percent (3.0%).

Effective January 1, 2008, all employees shall receive a three percent (3.0%) wage increase.

Effective January 1, 2009, all employees shall receive a three percent (3.0%) wage increase.

Effective January 1, 2010, all employees shall receive a three and one-half percent (3.5%) wage increase.

Section 8.2

Effective January 1, 2004, all employees covered by this agreement shall be eligible for the following longevity plan, based upon date of regular appointment to a full-time permanent position in the Town of Irondequoit.

After 10 years of continuous employment	\$500.00
After 15 years of continuous employment	\$600.00
After 20 years of continuous employment	\$700.00

Longevity payments shall be made in the payroll period following July 1st of each year and shall be made to each employee in a lump sum payment and by separate check.

Section 8.3

Employees working the night shift (shift 1) shall receive a fifty cent (\$.50) per hour differential for hours worked on such shift. Employees working the evening shift (shift 3) shall receive a thirty cent (\$.30) per hour differential for hours worked on such shift.

Section 8.4

All employees coming on the payroll of the Town shall be hired at a rate at the discretion of the Town.

The Town may give additional group or individual increases during the year so long as the Town subsequently advises the Union of such increases.

ARTICLE IX **HEALTH INSURANCE**

Section 9.1

Effective January 1, 2004, all full-time bargaining unit members covered by this agreement, who request coverage, will contribute 10% of the cost of the health insurance premium for the Blue Choice Value HMO with the standard drug rider. Bargaining unit members who are currently covered under Preferred Care, may retain this coverage, and he/she will contribute 10% of the cost of the Preferred Care Opportunity plan. The unit member contributions will be made by payroll deduction on a pre-tax basis through a 125 plan. The town shall have the right to provide equivalent coverage to that provided by Blue Cross/Blue Shield or Preferred Care after discussion with the Union.

In the event that an employee encounters an extraordinary situation, i.e., Kidney Dialysis, Radiation Therapy or Chemotherapy, the employee will be permitted to change enrollment to the Blue Choice Select plan at the next open enrollment period and pay the difference in premium between Blue Choice Value and Blue Choice Select. During the interim period prior to the opportunity to change enrollment, the town will reimburse the employee for the amount which exceeds the amount covered by Blue Choice Value up to a maximum of three hundred dollars (\$300.00).

It shall be the employee's responsibility to initiate such membership in the plan and any change in family status in the Town's personnel office. An employee's failure to notify the Town of a change in family status, which results in an unnecessary expenditure to the Town will result in an obligation of the employee to reimburse the Town.

An employee may not have duplicate coverage (i.e., through another health insurance policy, such as from a spouse) and coverage under the Town's plan. Two employees who are married to one another or otherwise qualify for coverage under each other's plan will receive coverage

under only one policy. Employees who have a dependent who are otherwise eligible for coverage must enroll in the least costly of a two person plan or two single plans, if eligible.

Section 9.2

The Town agrees to continue the practice of providing medical coverage protection to retirees to the Town who are 55 years of age or older after they have had 20 years of continuous, full-time service, immediately prior to retirement and are: 1) drawing a pension or full disability pension from the New York State Employees' Retirement System; or 2) are retired under social security benefits or are receiving full disability/social security benefits. Retirees will continue to pay the same proportion of the health insurance premiums as they had paid while employed by the Town, and retirees after retirement will receive the same coverage as active employees as it may change from time to time (except as it is modified at age 65 due to Medicare eligibility, as stated below.

Effective January 1, 2004, at age 65, the retiree will receive Medicare supplemental plan health coverage substantially similar to that of the Blue Choice Senior Plan with prescription drug rider or Preferred Care Gold.

Where an employee eligible for Town paid insurance retires after December 31, 1986, and takes a job where a group hospital plan is available, whether comparable or not or whether paid wholly or in part by the employee, the retired employee shall not be eligible for the Town's plan, and the Town shall not provide such benefit. The retired employee shall be required to notify the Town when he/she is employed elsewhere and as to whether or not medical coverage protection is available. If he/she fails to do so, he/she shall not be eligible for such Town-paid insurance contribution. In addition, a retired employee shall be required to certify annually as of January 1 of each year, whether or not he/she is working, where he/she is working (if he/she is working) and whether a group hospital plan is available with that employer, whether comparable or not or whether paid wholly or in part by the employee. Failure to do so shall result in the cancellation of the benefit by the Town to the retiree. If an employee is otherwise eligible but does not receive retirement medical coverage because the employee is employed elsewhere where a group hospital plan is available, the employee shall be allowed to return to the Town's plan when he/she leaves the employ of such Employer.

Section 9.3

Town of Irondequoit employees who have completed ten (10) years of employment with the Town, are less than 55 years of age and wish to retire from Town employment, may at their own expense participate in the Blue Choice Value HMO in accordance with the COBRA statute.

Section 9.4

If an employee dies during the performance of duty, his/her immediate family, at the time of the employee's demise, shall continue to receive hospitalization benefits at the Town's expense until the spouse resides with a significant other, remarries and/or the children reach the age of 19.

If an employee, while employed by the Town, dies, his/her family may get group rate Blue Choice Value HMO at their own expense until the spouse remarries.

Section 9.5

The Employer will provide Blue Cross and Blue Shield 100/100 dental plan for all fulltime permanent employees and their families who have been permanently employed for a period of one (1) year or longer. All bargaining unit members who elect to have dental coverage through the town shall pay 10% of the cost of the premium for dental insurance.

The Town will provide, effective July 1, 1984, the dental plan rider through Blue Cross and Blue Shield for cap and crowns. The Town shall have the right to provide equivalent dental coverage to that provided by Blue Cross and Blue Shield after discussion with the Union.

Section 9.6

Effective January 1, 1996, or as soon as possible thereafter, the Town will establish a voluntary pre-tax flexible spending account which shall be administered by a third party.

Section 9.7 – Health Insurance Buy-Out Program

Current bargaining unit members who are enrolled in the town's health insurance coverage may elect to decline health insurance coverage through the town, and participate in a health insurance buy-out program once a year during the annual January open enrollment period. If he/she elects to participate in the health insurance buy-out option, the unit member must submit a notice of intent to the Human Resources Department at least 30 days prior to the town's January 1st premium payment date. In order to be eligible to participate in the buy-out program, the unit member must furnish the town with proof of external alternate health insurance coverage.

Eligible bargaining unit members will receive the amount equivalent to 50% of the annual cost of the Blue Choice Value Plan premium. This amount will be divided into twenty-six (26) pay periods.

If a bargaining unit member loses their external coverage during a year in which they have elected to participate in the buy-out option, he/she may resume town coverage, providing that he/she submits verification of loss of alternate coverage. In this circumstance, their health insurance coverage shall be effective at the earliest date upon which the insurer can re-enroll the unit member.

A unit member must be employed by the town for the entire pay period in order to receive the pay period buy-out payment.

ARTICLE X **RETIREMENT**

The New York State Retirement Non-Contributory Career Plan, Section 75-i, will be implemented effective April 1, 1987, or as soon thereafter as allowed by the New York State Employees' Retirement System instead of the current Section 75-e subject to contributions by the employee and all other requirements of New York State Law. Employees shall be placed in other plans as indicated and required by New York State Law.

The Town will continue the provisions of Section 60-b under the New York State Retirement System which guarantees a minimum death benefit.

ARTICLE XI **OVERTIME**

Section 11.1

An employee shall receive one and one-half (1 ½) his/her regular straight-time rate of pay for all work performed or time paid for over 40 hours during his/her normal workweek. All hours worked and paid for between 35 hours and 40 hours will be paid to the employee at straight time, their normal hourly rate of pay or compensatory time, this to be at the option of the employee.

Employees will be permitted to carry over accrued compensatory time in an amount not to exceed twenty (20) working days in a calendar year, which must be used within six (6) months of the following calendar year.

Section 11.2

The normal workweek for white collar employees will be 35 hours per week, except for the title of Custodian, in which employees will work 40 hours per week.

Employees working 35 hours per week will work five (5) days on, two (2) days off, seven (7) hours per day; normal workweek will be Monday through Friday.

Employees working 40 hours per week will work five (5) days on, two (2) days off, eight (8) hours per day; normal workweek will be Monday through Friday.

Each employee will receive two (2) brief rest periods, one (1) in the morning and one (1) in the afternoon, and a one (1) hour, unpaid lunch period.

With the exception of employees hired as Clerk's before December 31, 1994, Clerk III's in the police department shall work five (5) days on, two (2) days off, three (3) 8 hour shifts per day, including an unpaid one (1) hour meal period.

Section 11.3

All salaried and/or hourly employees shall be paid every other Thursday. If Thursday should be a holiday, salaries shall be paid on the Wednesday preceding such holiday.

Section 11.4

An employee called into service before or after his/her normal workday shall receive a minimum of two (2) hours pay. All hours worked or paid for in excess of 40 hours per week shall be at one and one-half (1 ½) his/her regular straight-time rate of pay. An employee must be available when called in order to be eligible for guaranteed minimum call-in pay.

Section 11.5

Employees who work a continuous shift operation will be given ten (10) days notice as to the change in shift.

ARTICLE XII **HOLIDAYS**

Section 12.1

Legal holidays constitute days off with pay for all employees who have been employed by the Employer for 30 days or more. Legal holidays to be observed by the Employer shall be as follows:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus' Birthday
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	The Day After Thanksgiving
Independence Day	Christmas Day

Section 12.2

Observance of the above stated holidays shall be in accordance with the observance prescribed by State and Federal Laws.

Section 12.3

When a legal holiday falls on Saturday, Friday will be considered the holiday with pay, the following Monday will be considered a holiday when a legal holiday falls on a Sunday.

Employees who work on holidays shall receive their regular day's pay plus time and one-half for all hours worked on said holidays if an employee has worked or been paid for 40 hours of work.

ARTICLE XIII

PERSONAL LEAVE

Employees shall be entitled to one (1) personal leave day, which may be taken each year as mutually agreed upon by the employee and the department head. Personal leave days may not be carried over from one year to the next.

ARTICLE XIV

SICK LEAVE

Section 14.1

Sick leave is earned and posted at the rate of one (1) day per month of service for each month an employee is actively working one-half (1/2) the workdays in the month or more. Unused sick leave may accumulate to a maximum amount of one hundred and eighty (180) days. Time actively working shall include paid vacation, paid holidays, paid jury duty, paid bereavement and paid sick leave earned under this Article, but not time out on Workers' Compensation, Disability or other leaves of absence.

Section 14.2

Employees who have been employed by the town for one (1) year or longer shall be eligible for up to 16 weeks' sick leave benefits for non-occupational, "off-the-job" related illnesses or injuries, at three-quarters (3/4) of their weekly base (excluding overtime), with the following conditions:

- A. Absences due to non-occupational illness or injury shall first reduce the employee's accrued "sick leave bank" by the corresponding number of days absent. Upon exhaustion of the employee's sick leave bank, disability benefits will be paid disabled Town employees for the remainder of the disability period for a maximum of 16 weeks after the sick leave bank is exhausted.
- B. The maximum weekly benefit may not exceed \$215.00 per week, or three-quarters (3/4) of their base weekly pay, whichever is less.
- C. An employee may not exceed a total of 16 weeks of benefits under this plan in any consecutive 52 week period.
- D. An employee disabled due to pregnancy, shall be treated the same as an employee out for any other disability.
- E. All claim requests must be made in writing within five (5) working days, by completing the disability form available in the payroll office. Subject claim must be accompanied by a doctor's statement outlining the employee's proof of disability, duration and/or period of recuperation, as well as an anticipated return date.
- F. The Town may require an employee using his/her sick leave bank or sick leave benefits for "off-the-job" illnesses or injuries to be periodically evaluated by a doctor designated by the Town. In such event, the Town shall pay for such medical evaluations.

Section 14.3

Sick leave constitutes absence for reasons of illness or injury, dental or medical appointments, quarantine regulations and serious illness in the immediate family requiring care and attendance by the employee; or when through exposure to a contagious disease, a physician certifies that the

employee's presence at the place of duty jeopardizes the health of others. Immediate family, for this Section, shall be parents, spouse and children.

Section 14.4

When absence is required under this provision of sick leave, an employee or a person acting in his/her stead must notify the employee's supervisor of the reason within one (1) hour prior to the commencement of the workday, or as soon thereafter as possible. Failure to report within stated time limits without satisfactory reason shall cause the action to be considered leave without pay. Sickness during the working day must be reported to the department head or his/her designee.

Section 14.5

If an employee is absent for more than five (5) consecutive working days, he/she must obtain a doctor's release and present said doctor's release to his/her immediate supervisor upon returning to work. This requirement to provide a medical excuse after five (5) days of consecutive absence shall not preclude the Town's ability to require such medical excuse in other situations for appropriate reasons.

Section 14.6

Sick leave will be granted to the employee in one-half (1/2) hour segments after the minimum of one (1) hour is used.

Section 14.7

Any employee who retires shall be paid one (1) day for any two (2) days of unused sick time within two (2) weeks of the employee's last working day.

Section 14.8

Employees may be eligible to use paid sick leave for certain family and medical purposes for which they also may be eligible for unpaid leave under the provisions of the Family and Medical Leave Act. Upon notice to an employee, such leave under the Act shall be used concurrently with any other paid or unpaid leave which is also applicable to the circumstances.

ARTICLE XV **DEATH IN FAMILY**

Immediate family shall include parents, spouse, children, brother, sister, grandparents and grandchildren, mothers and fathers-in-law, sisters and brothers-in-law, person occupying the position of either the employee's spouse who is an actual member of the employee's household or the employee's parent who is an actual member of the employee's household, or any relative who is an actual member of the employee's household. An employee shall be granted up to three (3) working days with pay for the purpose of attendance and making arrangements for the funeral when there is a death in the immediate family as defined herein.

ARTICLE XVI
JOB POSTING AND PROMOTIONS

Section 16.1

All job openings in the competitive class will be posted in all work locations by means of the Civil Service job announcement.

All competitive class positions which are to be filled will be filled in accordance with the New York State Civil Service Law.

Section 16.2

All job openings in the non-competitive or labor class will be posted in all work locations for at least five (5) days prior to filling the vacancy. If a non-competitive vacancy exists within the bargaining unit, preference shall be given to qualified employees of the Town in filling such vacancy on the basis of qualifications and seniority where the current employee is as qualified as any non-employee who applies for the position.

An employee who accepts a promotion or a transfer to a new position within the Town will be allowed to return to his/her previously held position at his/her option within six (6) months from the date he/she began working in the new position.

Section 16.3

An employee who receives a conditional job offer may be required to undergo and pass a physical examination.

ARTICLE XVII
RESIDENCY REQUIREMENTS

All employees hired before January 1, 1977, will have the right to live anywhere within Monroe County. Employees hired after January 1, 1977, must live within the Town unless, upon request by an employee, an exception is granted by the Town.

ARTICLE XVIII
VACATION

Section 18.1

Each full-time employee will earn a paid vacation according to the following schedule:

- G. **First Year Vacation:** Employees will be eligible for six (6) working days of paid vacation after completing six (6) months of satisfactory service provided they are employed continuously from the date of employment through the vacation eligibility date.

H. Second Year Vacation: All employees who work continuously through the last scheduled workday of the year are eligible for twelve (12) working days of paid vacation to be taken in the following year.

I. Subsequent Years: On the last scheduled workday of the year, employees become entitled to vacation to be taken the following year.

Years of continuous service starting as
of the first workday of the new
calendar year:

Working days of earned vacation to be
taken in the following year:

3 years	13 days
4 - 7 years	15 days
8 -10 years	18 days
11 - 13 years	20 days
14 -15 years	23 days
16 - 20 years	25 days
21 years and over	28 days

J. Employees will receive additional days of vacation on their anniversary date when an employee changes year of service, according to the above schedule.

K. One day of otherwise earned and accrued vacation may be used by unit employees in increments of 2 hours upon department head approval for such use.

Section 18.2

Any employee who resigns or retires will be paid any unused vacation time, within two (2) weeks of his/her last working day, where two (2) weeks advance notice of such resignation or retirement is given. In the event of an employee's death, compensation for unused credit will be paid to his/her estate.

Section 18.3

Vacation leave will be granted to the employee in no less than four (4) hours segments, except in an emergency when two (2) hour segments are permitted.

Vacation leave will be granted to the employee without advance notice in emergency situations.

Vacation time may be taken only with the prior approval of the employee's department head or his/her designee, and at such time as the work of the department permits. It is the responsibility of each department head to establish vacation schedules for the year, taking into account that adequate services must be maintained through the year. In general, employees with the longest service will be given a choice of their vacation time, ahead of those with shorter service.

10 work days of vacation time may be carried over to a new calendar year upon approval by the Department Head and the Town Supervisor.

ARTICLE XIX
ORDERED MILITARY

Consistent with Section 242 of the Military Law of the State of New York, members of the National Guard or the Reserve of the Army, Navy, Air Force, Marine Corps or Coast Guard, will be granted military duty leave of absence up to 30 continuous calendar days with pay in a calendar year. Such pay shall be at the employee's normal rate less the amount of gross pay received for such military service from the Government.

ARTICLE XX
LEAVE OF ABSENCE WITHOUT PAY

During any leave of absence without pay, earned credits do not accrue. Employees may be eligible to use paid sick leave for certain family and medical purposes for which they also may be eligible for unpaid leave under the provisions of the Family and Medical Leave Act. Upon notice to an employee, such leave under the Act shall be used concurrently with any other paid or unpaid leave which is also applicable to the circumstances.

Section 20.1 - Extended Military-Duty

If an employee is required to render military duty, he/she shall be granted a military leave of absence pursuant to Section 243 of the Military Law of the State of New York.

Application for reinstatement must be made within 90 days from the day military service is terminated. Upon return to service with the Employer, all sick and vacation credits to which an employee was entitled at the beginning of that leave will be restored. Adjustments that would regularly be made to an employee's job title will be awarded in accordance with the Civil Service Law and Section 243 of the Military Law of the State of New York.

Section 20.2 - Leave for Other Reasons

A written request for a leave of absence without pay for reasons not cited in the contract must be submitted to the employee's department head. Upon the recommendations and approval of the Town Board, leave may be granted for no more than two (2) years. The employee must notify the Town Supervisor, in writing, 60 days in advance before return.

ARTICLE XXI
JURY DUTY AND COURT ATTENDANCE

To meet the obligations as a citizen by serving on juries, an employee will be granted time off with pay for jury duty. The employee will notify the department head of the summons for jury duty within two (2) working days of notification. To be eligible for payment, the employee must provide documentation of the dates of actual jury service.

ARTICLE XXII
WORKERS' COMPENSATION

In the event an employee suffers an injury covered by Workers' Compensation, he/she shall be entitled to his/her, full pay during the period of his/her disability to a maximum of six (6) months.

The parties agree to the adoption of a light duty policy allowing return-to-work rights by the Town across departmental and bargaining unit lines for short periods.

Any Workers' Compensation benefits the employee receives as a result of a claim made by the employee, shall be reimbursed to the Town upon the receipt of said benefits by the employee. The Town, however, will continue to pay full weekly pay during the term of his/her disability, for a maximum period of six (6) months. It is understood that the benefits paid under this paragraph shall be only for temporary disability and shall not cover anyone permanently disabled as a result of injuries sustained on the job.

During the above period of disability, there shall be no charge against leave credits.

The Town may require any employee out on Workers' Compensation to be periodically evaluated by a doctor designated by the Town. In such event, the Town shall pay for such medical evaluation(s).

ARTICLE XXIII
PROBATIONARY EMPLOYEES

A full-time employee shall obtain seniority after successful completion of a probationary period as defined by New York State Civil Service Law. Upon completion of the probationary period, seniority shall be retroactive to the first day of hire. In the case of a non-competitive employee, the probationary period shall be one (1) year.

ARTICLE XXIV
PART-TIME, SEASONAL AND TEMPORARY EMPLOYEES

No part-time, seasonal and/or temporary employees can be called into work for overtime within the department unless there are no full-time employees available to work said overtime.

No part-time employees can work 22 hours or more a week on a regular basis without receiving prorated fringe benefits which are set forth in the contract.

Prorated fringe benefits (sick leave, vacation and funeral leave) for employees working less than the normal 35 hours work week will be as follows:

Employees working 22 to 24 hours accumulate four (4) hours in their bank per month.

Employees working 25 to 29 hours accumulate five (5) hours in their bank per month.

Employees working 30 to 34 hours accumulate six (6) hours in their bank per month.

Employees working 35 to 39 hours accumulate seven (7) hours in their bank per month.

Any part-time employees hired after January 1, 1995, working an aggregate of 22 hours or more a week on a regular basis, performing bargaining unit work, shall be included in the bargaining unit.

ARTICLE XXV

FULL-TIME EMPLOYEE DEFINED

A full-time employee is defined as one who works for the Employer on an annual basis and who is employed regularly 35 hours per week or more.

ARTICLE XXVI

TIME ACCOUNTING PROCEDURE

In the event of employee tardiness, the employee shall be paid to the nearest quarter (1/4) of the hour.

Each employee shall complete a daily timesheet that records his/her actual work start time and work end time, and lunch start time and lunch end time. Each employee who is directed to start work early or to stay late by his/her Department Head will be compensated for that time.

ARTICLE XXVII

DISCIPLINARY PROCEDURE

Section 27.1

All permanent, employees shall not be disciplined or discharged without full recourse to Article XXVIII, Grievance Procedure, beginning at Step 2.

ARTICLE XXVIII

SENIORITY AND LAYOFF

Seniority shall be defined as a length of continuous service with the Employer.

In the event of a layoff of employees within the bargaining unit, Section 80-80a of the New York State Civil Service Law shall apply.

By written notice to the Employer, within five (5) working days after receipt of notice of layoff, employees shall be entitled to exercise their seniority as above defined.

Continuous service shall be defined as the last period during which an employee shall lose his/her seniority upon the following:

1. Resignation (except where reinstated within a period permitted by applicable provisions of the Civil Service Law) or retirement;
2. Discharge;
3. Refusal of a recall to employment; and
4. Layoff for a period exceeding four (4) years.

The relative seniority of two (2) or more employees hired or appointed on the same day, for the purpose of permanent seniority, shall draw lots only if a situation develops which requires a seniority decision.

For the purpose of vacation preference, seniority shall be defined as length of service with the department.

Overtime will be distributed by job title within the department through a rotating seniority list.

ARTICLE XXIX

GRIEVANCE PROCEDURE

Section 29.1 - Definition

A grievance shall be defined as a dispute between the parties involving the interpretation or application of any of the provisions of this agreement. A grievance shall not include other matters which are otherwise reviewable pursuant to law, or any rule or regulation having the force and effect of law, or any disciplinary proceeding and/or action for competitive class employees.

Section 29.2 - Procedure

- L. Each employee shall have the right to present his/her grievance to a representative of the Employer free from interference, coercion, restraint, discrimination or reprisal and shall have the right to representation at all stages of the grievance procedure.
- M. The pendency of a grievance shall, in no way, operate to impede, delay or interfere with the right of the employee to take the action of which complained.
- N. The time limits set forth in Section 3 of this Article may be extended by mutual written consent of the Union President or his/her designee and the Town Supervisor or his/her designee. Failure to announce an appeal of the grievance in writing to the next Step or to obtain a time extension within the specified time limits shall terminate the grievance which shall be deemed to be discontinued, and further appeal under this agreement shall be barred.
- O. All grievances shall include the name and position of the aggrieved individual(s) or party, the identity of the provision(s) of the agreement involved in the grievance, the time and place where the alleged event or condition constituting the grievance existed, the identity

of the party responsible for causing the event or condition which is grieved, a general statement of the nature of the grievance and the redress sought by the aggrieved party.

Section 29.3 - Grievance Steps

Step 1 (Employee or Union initiated grievance): Prior to a grievance being filed, the dispute must first be raised with the immediate supervisor making a good-faith effort to resolve the issue/dispute or explore alternative solutions for mutual benefit. This requirement shall not change the requirement that a grievance, if it is to be considered, shall be presented in writing to the department head within 12 business days from the date the aggrieved party knew or should have known of its occurrence. The Town designee will service a written reply to the aggrieved party and the Union designee within 12 business days of the receipt of a grievance.

Step 2: If the employee grievance is not resolved under Step 1, the aggrieved party may request a review of the grievance with the Town Supervisor or his/her designee. Such request shall be submitted to the Town Supervisor within five (5) business days of the receipt of the Step 1 written reply. The Town Supervisor or his/her designee may, if he/she considers it appropriate, conduct a grievance meeting with the parties within 20 business days of the receipt of the Step 2 request. The Town Supervisor or his/her designee shall serve a written reply to the aggrieved party and the Union President within ten (10) business days following the close of the review meeting.

Step 3 - Arbitration Procedure: In the event the grievance is not resolved under Step 2, the Union may submit the grievance to binding arbitration by written notice to the other party within ten (10) business days following the receipt of the written reply in Step 2.

A request for arbitration shall be conducted by an arbitrator selected in accordance with the rules and procedures of the Public Employment Relations Board (PERB).

Within 20 business days from the receipt of the selection list of arbitrators, the parties shall meet to select an arbitrator from the submitted panel, alternately striking the names from the panel until one (1) name remains, who shall be the duly selected arbitrator in the dispute.

Either party shall be entitled to a second list of arbitrators if the first list is unacceptable.

The authority of the arbitrator shall be limited to matters of interpretation or application of the express provisions of the agreement and the arbitrator shall have no power or authority to alter, add to or subtract from, or otherwise modify the terms of this agreement as written. The arbitrator shall confine himself to the precise issue(s) submitted for arbitration and shall have no authority or power to determine any other issue not submitted to him. He shall confine his/her decision and award solely to the interpretation and application of this agreement.

Expenses for the arbitrator's service in the proceedings shall be borne equally by the Town and the Union. The Union President and, additionally, any witnesses as may be deemed necessary and reasonable for this arbitration proceeding, shall be allowed such time off from their regular duties without loss of pay or vacation, provided such time off shall not interfere with the normal operation of the department.

ARTICLE XXX
CONTRACTING OUT

No work that is presently being performed by the bargaining unit, which is exclusive to the bargaining unit will be contracted out without negotiating the impact of such decision with CSEA.

ARTICLE XXXI
OUT-OF-TITLE WORK

Except in the event of a bona fide emergency, no employee shall be required to assume the duties of a higher classification, unless directed in writing by his/her department head. In the event such out-of-title service exceeds five (5) working days, the employee will commence to receive out-of-title pay at the higher classification, for the balance of the assignment commencing with the expiration of five (5) working days. Temporary out-of-title assignments in a lower title shall not result in a salary reduction.

ARTICLE XXXII
UNIFORMS AND SAFETY EQUIPMENT

The Town will continue to supply and clean five (5) sets of uniforms for all custodial personnel.

Where the Chief of Police requires department personnel to wear a uniform, the department shall supply three (3) long-sleeve shirts, three (3) short-sleeve shirts, two (2) pair of pants or skirts and one (1) sweater for the life of this contract to such individuals.

Where the Chief requires a uniform to be worn by such individuals other than custodial personnel, the Town will provide a \$200.00 cleaning allowance to be paid in December of each year in a separate check.

ARTICLE XXXIII
PERSONNEL FILES

No material related to an employee's conduct, performance, character or personality which is derogatory in nature shall be placed in the personnel file without notification to the employee. The employee shall be given an opportunity to read such materials and shall acknowledge that he/she has read such material by affixing his/her signature on the materials to be filed, with the understanding that such signature merely acknowledges that he/she has read such materials and does not indicate agreement with its contents. The employee who has derogatory material lodged against him/her shall have such materials deleted from his/her personnel file when such materials has been determined invalid by normal grievance procedures, civil court action or informal hearings with the Town Supervisor or his/her designee.

An employee shall have an opportunity to review his/her personnel file in the presence of the department head or his/her designee upon five (5) working days' notice and to place in such file a response of reasonable length to anything contained therein which such employee deems to be adverse.

Any report of an adverse nature which is three (3) or more years old shall, upon written request of the employee, be removed from the personnel file and shall not be used in a disciplinary proceeding. It shall be placed in a sealed envelope which shall be stored in the Town personnel office. It may be opened only after reasonable notification to the employee and only for purposes of defense by either the employee or the Town in a legal or administrative proceeding.

The employee shall have the opportunity to be present at the time the sealed file is opened.

The Town agrees that there shall not be more than one (1) personnel file in any facility of the Town covered by this agreement, which shall be maintained in the Personnel Office in the Town Hall.

ARTICLE XXXIV **TUITION REIMBURSEMENT**

Tuition reimbursement will be granted to employees who pursue courses of study which are directly related to the employee's duties or to duties which may be reasonably expected to be performed by the employee in the near future. All requests for tuition reimbursement must be made in writing and approved by the Town Board prior to an employee's enrollment in a course.

The Town's maximum reimbursement to any employee will be 75% of tuition costs and other direct costs (excluding costs of books, breakage fees or transportation expenses), such as registration and laboratory fees, up to 75% per year, per person.

To be eligible for reimbursement, an employee must receive a passing grade in accordance with the school's standards, and must have attended 80% of the scheduled classes.

The Town will not reimburse an employee for tuition payments if the employee has been, or will be, reimbursed through another source.

ARTICLE XXXV **CONFERENCE ATTENDANCE**

Section 35.1

The Town will grant available opportunities to attend work related conferences, conventions or seminars to qualified employees as designated by the department head and, when required, approved by the Town Board prior to attendance.

Section 35.2

The legitimate expenses incurred at conferences, which have been approved by the department head and audited by the Town Board, shall be reimbursed to the employee.

Section 35.3

The maximum per diem meal allowance incurred in attending conferences shall be \$20.00 per day total for all three (3) meals.

ARTICLE XXXVI
MILEAGE

The Town will provide mileage allowance at the IRS rate most recently approved by the Town Board to those employees required to use their personal motor vehicles on Town business. In the event that parking or toll fees are justifiably incurred on Town business, such fees and expenses shall be reimbursed upon vouchering of proper proof.

Employees must have their claim voucher and proper proof of expenses approved by their department head and filed with the bookkeeper in the finance office, not later than the twenty-fifth (25th) of each month, in order to be reimbursed with next monthly payment of claims audited by the Town Board for disbursement the next business day.

ARTICLE XXXVII
COMPLETE AGREEMENT

The parties agree that during the negotiations that preceded this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this agreement.

Therefore, for the life of this agreement, the Town and the Union each voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both or the parties at the time they negotiated and signed this agreement.

IT IS UNDERSTOOD AND AGREED BY THE PARTIES HERETO, THAT THE BENEFITS CONFERRED BY THIS AGREEMENT ARE SUBJECT TO THE APPLICABLE PROVISIONS OF LAW, AND TO THE APPROVAL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS WELL AS THE APPROPRIATION OF FUNDS FOR SUCH AGREEMENT BY THE TOWN BOARD.

It is further agreed and understood by both parties that this agreement, and all provisions herein, are subject to all applicable laws and, in the event any provisions of this agreement are held to violate such law, such provisions shall not bind either of the parties; but the remainder of this agreement shall remain in full force and effect as if the invalid or illegal provisions had not been a part of this agreement.

Any provision of this Agreement which is held to be in violation of law is subject to renegotiation by the parties to this Agreement on a substitute provision.

The parties hereby agree to and adopt the Town of Irondequoit Personnel Manual/Employee Handbook except for those provisions superseded by this Agreement. The Town and the Union agree that, while the remainder of the Personnel Manual/Employee Handbook applies to the

bargaining unit members, the following provisions which are noted as "N/A" are those superseded by this Agreement:

ARTICLE 1 COMPENSATION AND BENEFITS POLICIES:

1.1	BEREAVEMENT LEAVE	N/A to Unit
1.2	COMPENSATORY TIME	N/A to Unit
1.3	CONFERENCES & CONVENTIONS	N/A to Unit
1.4	DENTAL INSURANCE	N/A to Unit
1.5	FAMILY AND MEDICAL LEAVE POLICY	
1.5.1	FMLA Defined	
1.5.2	FMLA Eligibility	
1.5.3	FMLA Exclusions	
1.5.4	Qualifying Leaves Under FMLA	
1.5.4.1	Leave for Newborns and Newly Adopted Children	
1.5.4.2	Seriously Ill Family Members	
1.5.4.3	Employee's Own Serious Illness	
1.5.5	Employment and Benefits Protection	
1.5.5.1	Benefit Continuation	
1.5.6	Procedure for Requesting Leave	
1.6	FLEXIBLE SPENDING ACCOUNT	N/A to Unit
1.6.1	Flexible Spending Enrollment	N/A to Unit
1.7	HEALTH INSURANCE	N/A to Unit
1.7.1	Health Insurance -- Retired Employees	N/A to Unit
1.7.2	Optional Health Care Plans	N/A to Unit
1.8	HOLIDAYS	N/A to Unit
1.9	JURY DUTY	N/A to Unit
1.10	LEAVE OF ABSENCE	N/A to Unit
1.10.1	Administration	N/A to Unit
1.10.2	Reasons for Unpaid Leave of Absence	N/A to Unit
1.11	LONGEVITY	N/A to Unit
1.12	MILITARY LEAVE	N/A to Unit
1.13	NEW YORK STATE RETIREMENT SYSTEM	N/A to Unit
1.14	REIMBURSEMENT -- MILEAGE	N/A to Unit
1.15	SICK LEAVE	N/A to Unit
1.15.1	Town of Irondequoit Sick Plan	N/A to Unit
1.15.2	Absenteeism	
1.16	TRAVEL	N/A to Unit
1.17	TUITION REIMBURSEMENT	N/A to Unit
1.18	VACATION	N/A to Unit
1.18.1	Vacation Credit Maximum	N/A to Unit
1.18.2	Vacation Approvals	N/A to Unit
1.18.3	Separation From Service	
1.19	WORKERS' COMPENSATION	
1.19.1	Reporting Procedures	N/A to Unit
1.19.2	Payment of Workers' Compensation Benefits	N/A to Unit

ARTICLE 2 EMPLOYMENT POLICIES:

2.1	AMERICAN WITH DISABILITIES ACT (ADA)
2.1.1	Definition
2.1.2	Essential Job Functions

2.1.3	ADA Requests, Issues and Complaints	
2.2	ANTI-HARASSMENT POLICY	
2.2.1	Purpose	
2.2.2	Administration	
2.3	DRUG & ALCOHOL-FREE WORKPLACE POLICY	
2.3.1	Definitions	N/A to Unit
2.3.2	Scope	N/A to Unit
2.3.3	Prohibitions	N/A to Unit
2.3.4	Enforcement	N/A to Unit
2.3.5	Consequences	N/A to Unit
2.4	PERSONNEL RECORDS	N/A to Unit
2.4.1	Contents	N/A to Unit
2.4.2	Record Retention	N/A to Unit
2.4.3	Access	N/A to Unit
2.5	POLITICAL ACTIVITY	N/A to Unit
2.6	PROBATIONARY PERIOD	
2.6.1	During Probationary Period	
2.6.2	Termination of Services of Probationary Employee	
2.6.3	Retaining Services of Probationary Employee	
2.6.4	Extending Probationary Periods	
2.6.5	Restoration to Permanent Position	
2.6.6	Restoration to Eligible List	
2.7	REFERENCES	
2.8	RESIDENCY REQUIREMENT	N/A to Unit
2.9	SAFETY POLICY	
2.10	SMOKE-FREE WORKPLACE POLICY	
2.10.1	Guidelines	
2.10.2	Scope	
2.10.3	Enforcement	
2.11	TRANSITIONAL DUTY POLICY	
2.12	VEHICLE USE POLICY	
ARTICLE 3	OFFICE PROCEDURES:	
3.1	HOURS OF WORK	N/A to Unit
3.2	ORIENTATION OF NEW EMPLOYEES	
3.3	PAY PERIODS	N/A to Unit
3.4	PAYROLL CHANGE NOTICE	
ARTICLE 4	RECRUITMENT POLICIES:	
4.1	CIVIL SERVICE	
4.1.1	Monroe County Civil Service Commission's Responsibility	
4.1.2	Questions	
4.2	CLASSIFYING/RECLASSIFYING POSITIONS	
4.2.1	Procedure	
4.3	EMPLOYMENT OF RELATIVES	
4.4	EQUAL EMPLOYMENT OPPORTUNITY	
4.4.1	Guidelines	
4.4.2	Complaints	

- 4.5 RECRUITMENT OF EXISTING POSITION (FULL-TIME)
- 4.5.1 Interviews

ALCOHOL AND DRUG TESTING POLICY

N/A to Unit

For all items not covered by the contract, the personnel policies and practices of the Town will govern.

AGREEMENT

This is an agreement entered into the _____ day of December, 2006 by and between the Town of Irondequoit (hereinafter referred to as the "Employer") and the Civil Service Employees Association, Inc., Local 1000, AFSCME, AFL-CIO, Town of Irondequoit White Collar Unit, Local 828.

TERM OF AGREEMENT

This agreement shall become effective January 1, 2007 and terminate at the close of business on December 31, 2010.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

TOWN OF IRONDEQUOIT, NEW YORK

By: Mary Ellen Heyman
Supervisor

By: [Signature]
Director of Human Resources CHIEF NEGOTIATOR

CIVIL SERVICE EMPLOYEES ASSOCIATION,
INC. LOCAL 1000, AFSCME, AFL-CIO

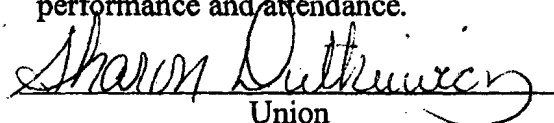
By: William R. Gutschow
Labor Relations Specialist

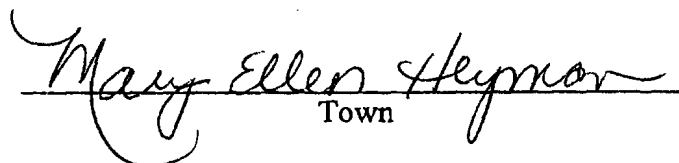
By: Sharon Dutkiewicz
Unit President

By: Bernadette Corabba
Local President

**LETTER OF UNDERSTANDING
BETWEEN
CSEA
AND THE
TOWN OF IRONDEQUOIT**

The Union agrees that for the purpose of filling a non-competitive vacancy in the bargaining unit, qualifications include, but shall not be limited to the bargaining unit employee's work performance and attendance.


Union


Town

